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Without Prejudice

CUPE 3903 Bargaining Team VIA EMAIL: 3903bargaining@gmail.com

RE: York University and CUPE 3903 Unit 1 Collective Bargaining Assistant Vice-President

Dear CUPE 3903 Bargaining Team,

As I expect you are aware, on February 29, 2024, YUFA, YUSA-1, OHFA and CUPE 1356 and 1356-1 reached out to the University to request interest arbitration to resolve the matters arising from the Bill 124 three-year moderation period.

The University is very interested in the YUFA, YUSA-1, OHFA and CUPE 1356 and 1356-1's proposal, and have advised them as such. In particular, the University has proposed that "...to resolve these matters expeditiously and provide any moderation period salary increases to our employees in the above-named bargaining units as soon as possible, that the parties participate in a mutually agreed to, confidential and without prejudice multi-party mediation prior to any interest arbitration, should one be necessary".

Having responded to the invitation from these other unions at York University, we wish to extend to CUPE 3903 Unit 1, a similar opportunity to resolve matters via a without prejudice mediation process, prior to any interest arbitration, if necessary.

Please note that given we are engaged in active collective bargaining with CUPE 3903 Unit 1, the University proposes that the parties engage in without prejudice mediation and interest arbitration, if necessary, with respect to both additional salary increases, if any, for the moderation period as well as salary increases and other non-salary compensation items for a three-year renewal collective agreement.

You will also see in the attached without prejudice proposed Memorandum of Agreement that to conclude collective bargaining for a renewal collective agreement, the University further proposes that a certain number of items be incorporated into a renewal collective agreement, and that all other unresolved issues and proposals of the University and CUPE 3903 Unit 1 be withdrawn.

Please follow up at your earliest convenience and in any event by no later than 4:30pm March 11 to confirm if CUPE 3903, Unit 1 is agreeable to proceeding with the without prejudice mediation and, if necessary, interest arbitration on the terms and conditions as set out in the attached Memorandum of Agreement.

If CUPE 3903 Unit 1 is not agreeable to the attached Memorandum of Agreement, we will of course be prepared to return to the bargaining table with the assistance of the provincially appointed mediator and will look forward to full responses to the University's two unanswered comprehensive frameworks for settlement dated February 7 and February 21, 2024, the latter of which included enhancements to our February 7, 2024 proposal, most notably with respect to rates of pay.

Sincerely, Dan Brut

Dan Bradshaw, Assistant Vice-President, Labour Relations

cc: Mackenzie Edwards, Interim Chair, CUPE 3903 encl.